

SCOTT N. SCHOOLS (SCBN 9990)
 United States Attorney

BRIAN J. STRETCH (CSBN 163973)
 Chief, Criminal Division

STEPHANIE M. HINDS (CSBN 154284)
 Assistant United States Attorney

450 Golden Gate Avenue, Box 36055
 San Francisco, California 94102
 Telephone: (415) 436-6816
 Facsimile: (415) 436-6748
 email: stephanie.hinds@usdoj.gov

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)	No. C 06-6382 MHP
)	
Plaintiff,)	
)	
v.)	
)	STIPULATION RE RECOGNITION AND
1 \$50,670 IN UNITED STATES)	SETTLEMENT OF LIENHOLDER'S
17 CURRENCY, AND)	CLAIM
)	
18 2. 2006 CHEVROLET SILVERADO)	
19 PICKUP TRUCK,)	
)	
Defendants.)	
_____)	

This Agreement is solely by and between plaintiff, United States of America (hereinafter "Plaintiff"), and lienholder Patelco Credit Union (hereinafter "Patelco") to compromise and settle its claim in the above-captioned action. The parties hereby stipulate and agree as follows:

1. On or about October 11, 2007, Plaintiff filed its Complaint for Forfeiture against the defendant vehicle and funds;
2. Patelco holds a valid and enforceable non-forfeitable interest in the defendant vehicle which is evidenced by the Retail Installment Sale Contract (hereinafter "Contract") dated

1 September 30, 2005 (attached hereto as Exhibit 1).

2 3. Patelco is without knowledge or notice of whether, and had no reason to suspect
3 that, the defendant vehicle is subject to forfeiture as property used to facilitate drug trafficking or
4 property traceable to drug proceeds. Any violations of the federal narcotics trafficking laws, as
5 alleged in plaintiff's Complaint for Forfeiture involving the defendant vehicle, occurred without
6 the knowledge and consent of Patelco.

7 4. Patelco consents to the forfeiture and sale of the defendant vehicle.

8 5. Plaintiff hereby recognizes Patelco's claimed interest in the defendant vehicle and
9 agrees that upon the Court's entry of a final Order of Forfeiture authorizing the forfeiture of the
10 defendant vehicle to the United States and the sale of the defendant vehicle, Plaintiff will pay
11 Patelco the following:

- 12 a) \$19,122.19 which represents the unpaid principal
13 b) interest due and owing up to October 10, 2007;
14 c) all unpaid interest from October 10, 2007, at the rate of \$2.70 per day until
15 the date of payment;
16 d) \$1,700 in attorneys fees and costs.

17 6. Patelco agrees that payment to Patelco, as set forth in paragraph 5 above, shall be
18 in full settlement and satisfaction of any and all claims by Patelco to the defendant vehicle
19 arrested by the United States and all claims resulting from the incidents or circumstances giving
20 rise to this lawsuit.

21 7. Patelco agrees to assign and convey its security interest to Plaintiff via recordable
22 documents.

23 8. Patelco further agrees to hold harmless Plaintiff, and any agents, servants, and
24 employees of the United States (or any state and local law enforcement agency) acting in their
25 individual or official capacities, for all acts directly or indirectly related to this forfeiture action.

26 9. Patelco understands that by entering into this Agreement, it waives any rights to
27 further litigate against the United States its interest in the defendant vehicle and to petition for
28 remission or mitigation of the forfeiture.

10. The parties agree to execute further documents, to the extent necessary, to convey

clear title to the property to the United States and to further implement the terms of this agreement.

11. Each party agrees to bear its own attorneys' fees and costs not otherwise provided for in this agreement.

12. The parties agree that this Agreement is contingent upon the Court's entry of a Final Order of Forfeiture and the sale of the defendant vehicle.

DATED: 10/4/07

SCOTT N. SCHOOLS
United States Attorney

STEPHANIE M. HINDS
Assistant United States Attorney

DATED: 10/1/07

THOMAS CAUDILL
Attorney for Lienholder Patelco Credit Union

DATED: 10/1/07

MELVIN BELL
Manager, Patelco Credit Union

ORDER

IT IS SO ORDERED.

DATED: 10/09/07

MARILYN H. PATEL
United States District Judge



LIENHOLDER AGREEMENT
[C 06-6382 MHP]

EXHIBIT 1

RETAIL INSTALLMENT SALE CONTRACT SIMPLE INTEREST FINANCE CHARGE

Dealer Number _____ Contract Number 263434 R.O.S. Number _____ Stock Number T50028

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) RAFAEL RAMIREZ, JR 224 WINDSOR DR SAN CARLOS SAN MATEO CA 94070	Creditor - Seller (Name and Address) FITZPATRICK CHEVROLET 2121 DIAMOND BLVD CONCORD CA 94520
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you, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms and conditions of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2006	CHEVROLET SILVERADO	19	1GCHK23256F103989	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
5.25 %	\$ 3,057.99 (e)	\$ 21,593.01	\$ 24,651.00 (e)	\$ 23,500.00 is \$ 48,151.00 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
Payments	N/A	Monthly, Beginning
59 Payments	410.85	Monthly, Beginning 11/14/2005
One Final Payment	410.85	10/14/2010

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 41106.28 (A)
1. Cash Price Vehicle	\$ 41106.28
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe	\$
Describe	\$
B. Document Preparation Fee (not a governmental fee)	\$ 45.00 (B)
C. Smog Fee Paid to Seller	\$ N/A (C)
D. Sales Tax (on taxable items in A+B+C)	\$ 3394.98 (D)
E. Optional DMV Electronic Filing Fee*	\$ N/A (E)
F. (Optional) Service Contract	\$ N/A (F)
G. (Optional) Service Contract	\$ N/A (G)
H. Prior Credit or Lease Balance paid by Seller to	\$ N/A (H)
(see downpayment and trade-in calculation)	
I. (Optional) Gap Contract (to whom paid)*	\$ N/A (I)
J. Other (to whom paid)*	\$ N/A (J)
For	

Total Cash Price (A through J) \$ 44546.26 (1)

2. Amounts Paid to Public Officials

A. License Fees	ESTIMATED	\$ 538.00 (A)
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STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A

Total Vehicle Insurance Premiums \$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X _____
Co-Buyer X _____
Seller X _____

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		\$ N/A
Credit Disability	N/A Mos.		\$ N/A
Total Credit Insurance Premiums			\$ N/A (b)

Insurance Company Name _____
N/A

Home Office Address _____
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked

C. California Tire Fees* \$ 8.75 (C)
D. Other \$ N/A (D)
E. Other \$ N/A (E)
Total Official Fees (A through E) \$ 546.75 (2)
3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b)* \$ N/A (3)
4. Smog Certification or Exemption Fee Paid to State \$ N/A (4)
5. Subtotal (1 through 4) \$ 45093.01 (5)
6. Total Downpayment
A. Agreed Trade-In Value Yr 2004 Make CHEVROLET \$ 16500.00 (A)
Model SILVERADO Odor 22567
VIN 2GCEC19V041362910
B. Less Prior Credit or Lease Balance \$ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number) \$ 16500.00 (C)
D. Deferred Downpayment \$ N/A (D)
E. Manufacturer's Rebate \$ 1000.00 (E)
F. Other \$ N/A (F)
G. Cash \$ 6000.00 (G)
Total Downpayment (C through G) \$ 23500.00 (8)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1H above)
7. Amount Financed (5 less 6) \$ 21593.01 (7)
*Seller may keep part of these amounts.

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount \$ N/A Finance Charge \$ N/A
Total \$ N/A Payable in
Installments of \$ N/A \$ N/A
from this Loan is shown in Item 8D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
☐ Name of autobroker receiving fee, if applicable:
N/A

NOTICE OF RESCISSION RIGHTS

Buyer and Co-Buyer sign here, the provisions of the Rescission Rights section on the back giving the Seller the right to rescind if Seller is unable to assign this contract to a financial institution will apply.

Buyer X [Signature] Co-Buyer X _____

ATTENTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED IF YOU DO NOT HAVE FULL COVERAGE. SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Buyer X [Signature] X _____

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6.B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6.B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer X [Signature] Co-Buyer X _____

Notice to buyer:

(1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [Signature] Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller, in signing this contract,

that (1) you are not eligible for insurance if you have received your first conviction. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).** You want to buy the credit insurance.

Date _____ Buyer Signature [Signature] Age _____

Date _____ Co-Buyer Signature _____ Age _____

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 11. See your gap contract for details on the protection it provides. It is a part of this contract.
Term N/A Mos N/A

Name of Gap Contract _____

You want to buy a gap contract.

Buyer X _____

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1.F and/or 1.G above.

1.F Company N/A

Term _____ Mos. or _____ Miles

1.G Company N/A

Term _____ Mos. or _____ Miles

Buyer X [Signature]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

X [Signature]
Buyer Signs

X _____
Co-Buyer Signs

and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [Signature] Date 09/30/2005 Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY

To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____

Address _____ Address _____

Seller Signs FITZPATRICK CHEVROLET Date 09/30/2005 By X [Signature] [Signature]

W FORM NO. 553-CA (REV. 1/05) U.S. PATENT NO. D480,702
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ORIGINAL LIENHOLDER

1. **FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
- The vehicle and all parts or goods installed on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance ser-

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. **Warranties of Buyer.** You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

1. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:

- You do not pay any payment on time;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- The vehicle is lost, damaged or destroyed.
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Rescission Rights

- a.** Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may rescind (cancel) the contract.
- b.** Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to rescind. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c.** If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d.** While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to FITZPATRICK CHEVROLET, INC. 2131 DIAMOND BLVD. CONCORD, CALIFORNIA 94520-1193 (925) 688-4100		<i>Patelco C/U</i>		(Assignee) at (address) under the terms of Seller's agreement(s) with Assignee.	
<input checked="" type="checkbox"/> Assigned without recourse		<input type="checkbox"/> Assigned with limited recourse			
By <i>[Signature]</i>		Title <i>[Signature]</i>			

Form No. 553-CA 1/05

10-1-05

Computerized Vehicle Registration Inquiry Report

Vehicle Registration Inquiry Report 61002376

* All inquiries conducted on the system must adhere to the requirements of your requester agreement, and must be for the business purpose authorized in that agreement.

* No inquiries may be transmitted or given to anyone outside of the requester's company.

Reference: Date: 07/06/2006
Requested: 1GCHK23256F103989 Time: 02:22:25 PM
Reason: Miscellaneous/Other User ID: FS

REGISTERED OWNER INFO

NAME: RAMIREZ JR RAFAEL
ADDRESS: 224 WINDSOR DR

CITY: SAN CARLOS
COUNTY: SAN MATEO
ZIP CODE: 94070

LEGAL OWNER (LIENHOLDER) INFO

NAME: PATELCO CR UN
ADDRESS: 156 SECOND ST

CITY: SAN FRANCISCO
ZIP CODE: 94105

VEHICLE INFO

EXPIRES: 09/30/06 VLF: LK
VIN: 1GCHK23256F103989 TYPE: 31:Regular - Commercial
LICENSE: 7Y50155 ENGINE NO:
YR MODEL: 2006 WEIGHT: 06670
YR SOLD: 00/00/05 AXLE: 2
* YEAR: FUEL: D
BODY TYPE: PK VEH TYPE: 31
EQUIP NO: HULL NO:
MAKE: CHEV SUP PLATE:

Date of latest Registration Card Issuance: 10/22/2005
Date of latest Ownership Certificate Issuance: 10/25/2005

RECORD STATUS

LIENHOLDER PAPERLESS TITLE L11051025
NO MAILING ADDRESS
09/30/2005-ODOMETER: 19 MILES ACTUAL MILEAGE
End of LVS Printout

Computerized Vehicle Registration Fee Calculation Report

Transaction: Purchase/Trade in of Used Vehicle Request:
Reference: 1GCHK23256F103989 Date: 07/06/2006
Time: 02:11:10 PM User: FS
Fee based on SAN MATEO County.

* ESTIMATE is based on data received from DMV and assumes that there is

EXHIBIT "2"